



**ITR CONCESSION COMPANY LLC
3200 Cassopolis Street
Elkhart, IN 46514**

INVITATION FOR BIDS

**Date: August 8, 2025
Subject: ITR Permit Policy Update**

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Overview

ITR Concession Company LLC (“ITRCC”) requests bids from responsible consultants for the services detailed in the project overview. Below is a brief description, with detailed requirements in subsequent sections.

ITRCC is a privately owned company that finances, operates, and maintains the Indiana Toll Road. The work for this project encompasses all steps, items, and materials necessary to complete the Scope of Work in accordance with current INDOT standards and specifications, the Special Provisions, and this Invitation to Bid (IFB). The consultant shall provide all Maintenance of Traffic in accordance with IMUTCD, INDOT, and ITRCC standards. ITRCC requests bids from responsible consultants, as applicable, for the required work. ITRCC reserves the right to modify, change, add, or delete any sections of the scope during the solicitation period and up to the issuance of a contract. These changes shall be captured through addenda issued to all participating prime consultants.

Any consultant participating in the bid process must be aware of and meet all applicable requirements set forth in the “Indiana Toll Road Concession and Lease Agreement” (CLA). The CLA can be found on the Indiana Finance Authority (IFA) website at <https://secure.in.gov/ifa/2328.htm>. The consultant selected to deliver this Project will have demonstrated an ability to provide this Project safely, competently, and with a strong focus on the ITRCC’s main drivers for the Project.

Project Overview:

The Indiana Toll Road Concession Company (ITRCC) is looking to update the permit process for utility crossings and third-party access, both internally and externally. ITRCC seeks a qualified consultant to integrate updated policy language with the existing ITRCC Permit Policy and procedures, alongside the Indiana Department of Transportation’s (INDOT) Utility Accommodation and Right of Way access policies.

The resulting policies will combine elements from the IM-006 Utility Permit Application and the Public Utility Crossing Regulations, as well as the INDOT Utility Accommodation Policy (June 2024 Edition) and the INDOT Broadband Access Policy (July 25, 2019). This integration aims to standardize the accommodation of all utility and broadband infrastructure within the rights-of-way of the Indiana Toll Road.

Additionally, the consultant will be responsible for archiving the existing permit catalogs and creating a new spreadsheet database for future utility crossing permits. This archiving process will involve digitizing approximately 300 physical pages and converting the data into a digital format. The new database will be designed for the Infrastructure Team to store on ITRCC’s SharePoint site, ensuring easy access to archived data, and will include a third-party Legacy Issue Log. Various ITRCC departments will provide their specific requirements for the issue log and policies throughout this process.

Finally, the consultant will review the third-party utility and right-of-way owners whose assets intersect the toll road. ITRCC requests, the limits of the third-party right-of-way, access agreements,



and an updated contact log for these third-party owners to help expedite response times in the event of any utility-related issues.

Schedule and Contract Completion Date

Bidders are required to provide major milestone dates for the Project, which include but are not limited to:

- | | |
|--|-------------------|
| 1. Earliest Date to Begin Work (Anticipated) | <u>09/08/2025</u> |
| 2. First Draft of Permit Policy Update | <u>10/31/2025</u> |
| 3. Second Draft of Permit Policy Update | <u>11/21/2025</u> |
| 4. Substantial Completion of Permit Policy Update | <u>12/31/2025</u> |
| 5. Substantial Completion of Third-Party Information | <u>4/3/2026</u> |

If the consultant can provide a more equitable approach to the above project timeline, an alternative schedule can be provided with the consultant's bid proposal.

INSTRUCTIONS

Submit Bids To

Project Title:

Attn:

ITR Concession Company LLC

Aaron Adams

Civil Infrastructure Area Engineer

Email: aadams@indianatollroad.org

CC:

ITR Concession Company LLC

Tanya Zent

Procurement Assistant Manager

Email: tzent@indianatollroad.org

ITR Concession Company LLC

Infrastructure Department

Email: infrastructuredept@indianatollroad.org

Due Date & Time for Submission:

Date: September 5th, 2025



Time: 12:00 pm ET

Security

Performance and Payment \$ See sample contract.

Vendor Conference/Site Visit

Vendor Conference/Site Visit: Not Required

Mandatory Attendance: Not Required

Project Specific Questions:

If the documents contain apparent errors, discrepancies, or unclear statements, contact the following representative utilizing the IFB consultant question and answer log found in the appendices.

Questions Attention to:

Attn:

ITR Concession Company LLC
Aaron Admas
Civil Infrastructure Area Engineer
Email: aadams@indianatollroad.org

CC:

ITR Concession Company LLC
Infrastructure Department
Email: infrastructuredept@indianatollroad.org

CC:

ITR Concession Company LLC
Tanya Zent
Email: tzent@indianatollroad.org

All questions will be documented and responded to utilizing the IFB consultant question and answer log and/or through an addendum to the IFB.

Criteria For Evaluation and Award

ITRCC will evaluate how well each bid meets the requirements in terms of “responsiveness” to the IFB specifications. ITRCC also reserves the right to reject any and all bids.

The basis of the award will be the approach to safety, best price (including XBE inclusivity percentage), project delivery schedule, best product, best service, and overall impact on the ITR traveling public.



Method Of Bidding

The term “Governing Regulations” in this document will henceforth refer to all services provided by the consultant, including but not necessarily limited to construction work performed by the consultant, and all subconsultants shall comply with all applicable Federal Highway Administration (FHWA), INDOT Manuals and Specifications, INDOT, and ITRCC special and unique provisions, Local Ordinances, and the CLA. In correlation with the governing standards, specific sections of INDOT standards have been called out in this document as a courtesy to efficient bidding and understanding.

The consultant shall complete a bid utilizing the document attached and/or referenced within this IFB. Bids/Proposals shall be completed recognizing the following governing regulations:

1. IFB Instructions to Bidders and description of pay items listed in the Schedule of Pay Items
2. Question and Answer Log
3. Unique Special Provisions
4. Contract Plans
5. Recurring Special Provisions INDOT
6. ITRCC Standards
 - a. MOT ITRCC standards
7. INDOT Standards and Specifications
8. Maintenance of Traffic
 - a. IMUTCD
 - b. INDOT

Bid Format and Content

All bids must be prepared comprehensively as to the content, but there is no need for expensive binders, color displays, or other promotional materials that are not germane to the bid. Unless altered within the “Scope of Work,” the Consultant is to complete all the required documents and bid requirements detailed in the following list:

1. Bid documents included in the IFB package.
 - a. Subcontracting Utilization Plan
 - i. Submission shall identify ALL subconsultants using the attached form, “ITR Subconsultant Utilization Plan.” This will be used to verify that the bidder is able to meet or exceed the XBE requirement of at least 15% of the contract value. XBE bidders must submit this form to confirm that the company is self-performing at least 15% of the contract value.

XBE participation is a requirement – not a goal.

- b. Completed Schedule of Pay Items Form
2. Bid Documents to be provided by the Consultant.



- a. Experience of the company on projects of similar magnitude and complexity, including experience with transportation systems and related issues and familiarity with the operations of the Indiana Toll Road.

- i. GENERAL MANAGEMENT & APPROACH

1. Team Organization
 - a. Key Personnel
 2. Safety Plan
 3. Innovative Approach Strategies

- b. CRITICAL PATH METHOD (CPM) PROJECT SCHEDULE

1. Project Kick-off: [Insert Date]
 2. Document Review and Analysis: [Insert Date]
 3. Draft Policy Submitted: [Insert Date]
 4. Final Deliverable Due: [Insert Date]

3. Submit bids electronically.

SPECIFIC TERMS AND CONDITIONS

INDOT Pre-Qualifications

Under most circumstances, it is required that the consultant be an Indiana Department of Transportation (INDOT) pre-qualified consultant who has engaged the services of an INDOT pre-qualified Consultant to perform all the necessary scope of work. If the Consultant, Sub-Consultant(s), Consultant, and/or Sub-Consultant(s) submitted are not pre-qualified, the ITRCC may reject the proposal unless the work being considered does not require pre-qualification.

Pre-qualification required for this Project: ☒ Yes ☐ No

1. The consultant should demonstrate:

- a. Experience drafting or revising utility or transportation policies
 - b. Familiarity with INDOT and Toll Road policies and procedures
 - c. Expertise in utility engineering, broadband deployment, and public right-of-way regulation

Reservation

ITRCC reserves the right, at its sole discretion, to reject any and all bid proposals.

ITRCC reserves the right, at its sole discretion, to cancel, withdraw, postpone, modify, revise, or extend a bid proposal in whole or in part at any time prior to the execution by ITRCC of the CONSULTANT Contract without incurring any obligations or liabilities.

ITRCC reserves the right, at its sole discretion, to ask the consultant written questions, seek written clarifications, and conduct discussions on their proposals. Such requests will be for purposes of clarification only. The consultant agrees to respond to ITRCC's requests with the appropriate



personnel to answer questions necessary to clarify any areas where the intent or meaning of the submittal is in doubt.

Safety

The number one focus of this project shall be safety. Project must be 100% safe for all parties involved, including but not limited to:

- Customers
- Consultant's Workers
- ITR Concession Company LLC Staff
- Third Party Vendors
- Inspectors
- ISP and First Responders
- INDOT/State Officials

All consultants, prior to NTP (notice to proceed), must contact EHS to schedule ITRCC's Consultant Safety Training. Onboarding for all consultants is a requirement prior to beginning work on the project.

Compliance With Applicable Law

The Company warrants that it shall comply with all Federal, State, and local laws, statutes, ordinances, rules, and regulations.

Contractual Requirements

The Consultant will be contractually required to meet all applicable requirements of the CLA, including but not limited to XBE participation of a minimum of 15% and Buy Indiana requirement of 90%. The CONSULTANT shall endeavor to exceed the minimum requirements during the project's duration.

Equal Opportunity and XBE Program

ITRCC is committed to providing fair and representative opportunities for W/M/V/DBEs (XBE) in all contracts related to the Indiana Toll Road. Neither ITRCC nor its Consultants shall discriminate on the basis of race, color, religion, sex, or national origin in the award and performance of contracts related to the Indiana Toll Road. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that XBEs are afforded a fair and representative opportunity to participate in ITRCC's contracts related to the Indiana Toll Road.

The requirement for the dollar value of XBE participation in contracts related to the Indiana Toll Road shall be 15% of the contract value. In order to qualify as an XBE, a vendor or sub must be certified with the Indiana Department of Administration (IDOA) or Indiana Department of Transportation (INDOT).



Equal Opportunity and XBE Program: ITRCC is committed to providing fair and representative opportunities for Women, Minority, Veteran, and Disadvantaged Business Enterprises (collectively, “XBE”) in all contracts related to the Indiana Toll Road. Neither ITRCC nor its Consultants shall discriminate on the basis of race, color, religion, sex, or national origin in the award and performance of contracts related to the Indiana Toll Road. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that XBEs are afforded a fair and representative opportunity to participate in ITRCC’s contracts related to the Indiana Toll Road.

XBE Participation means the dollar value of XBE spend in contracts related to the Indiana Toll Road. XBE Participation shall be a minimum of **15%** of the contract value, including such amount as may be amended through change orders or otherwise over the term of the contract (inclusive of the supply chain). In order to qualify as an XBE, a vendor or sub must be certified with the Indiana Department of Administration (IDOA) or Indiana Department of Transportation (INDOT).

XBE Participation is a requirement – not a goal.

Failure to Meet XBE Requirements

- a. If ITRCC determines that the XBE Participation requirements have not been met, it may withhold from the final payment the amount of the discrepancy between the amount of the contractual minimum participation amount and the achieved amount.
- b. Prior to withholding the amount of the discrepancy specified by this section, ITRCC shall notify the Consultant of its intent to withhold. The Consultant shall have seven (7) days to provide evidence to ITRCC to controvert the fact or amount of the proposed penalty. If the Consultant is unable to provide evidence to controvert the fact or amount of the proposed withholding, the amount will be deducted from the Consultant’s final payment.
- c. ITRCC shall use all funds collected from withholdings under this section, exclusively for supporting and developing supplier diversity in northern Indiana.

Work Limits

If the ROW boundary is in question, the consultant is responsible for researching existing ROW information from all available sources, including, but not limited to, INDOT records, County records, and Local Municipality records, to the extent necessary to provide an accurate basis for establishing the existing right-of-way.

Permits and Other Related Documents

Unless stated otherwise in the contract documents, the consultant shall obtain, at no cost to ITRCC, all permits, right-of-access, easements, etc., to perform the work. (i.e., utilities, railroad, local, state, and/or federal) Copies of all of these documents shall be provided to ITRCC within sixty (60) days of receipt. Consultant shall notify ITRCC immediately if permit applications are denied and provide all correspondence with the railroad, utilities, local, state, and/or federal agencies. Consultants are responsible for calling in all utility locates in accordance with ITRCC policies, which will be provided in the appendices of the Draft Contract.

Utility Coordination Responsibilities



The consultant shall identify all utilities and third-party right-of-way intersections within the ITR corridor right-of-way limits. These third parties shall be captured with GIS location data, utility or asset type, and the most up-to-date contact information.

At its sole cost and expense, the consultant shall obtain, on a timely basis, all of the authorizations, permits, and licenses necessary to perform and complete their scope as required by applicable law and regulations, as well as the CLA. The consultant shall assume all risks, costs, and expenses arising from the performance of the Project, including with respect to affected services and utilities, including public and/or private services and utilities which are affected by the Project, and all costs and expenses derived from their identification, diversion, or relocation, the obtaining of authorizations, permits and preparation of reports; provided that to the extent necessary, ITRCC shall provide reasonable assistance in obtaining any required permits and/or approvals that the consultant is unable to obtain.

Sales Tax

The consultant shall be responsible for paying all sales tax on all goods and services liable for sales tax. The consultant shall include the sales tax in the unit prices of the various pay items. No separate pay item will be provided.

Insurance

Consultant shall submit a bid to include the insurance coverage shown in the sample contract.

Payment

Application for Payment

- a. Consultant shall submit to ITRCC a monthly invoice for the work performed within the pay period. ITRCC should receive the invoice no later than the 15th of each month to ensure timely processing. A waiver of lien and a "Sworn Statement of Consultant and Subconsultant to Owner" shall accompany all invoices.
- b. Invoices must contain the following:
 - a. Project Title
 - b. Consultant name and address
 - c. Invoice number
 - d. Invoice beginning and ending date
 - e. Date of submission
 - f. Safety reporting requirements
- c. Invoice must be itemized as follows:
 - a. Items description
 - b. Quantity
 - c. Unit of Measure
 - d. Unit Cost
 - e. Quantity for current invoice
 - f. Total cost of item to date



- d. All line items must be identical to the schedule of pay items.
- e. Upon request, the consultant must support the quantities with data substantiating their correctness.
- f. ITRCC processes invoices once a month. Failure to submit an invoice in a timely fashion will delay payment.
- g. Consultant shall review the “Scope of Work” for payment requirements, methodology, retainage, and final payments specific to this project.

Payment Of Tolls

Unless specified within the project's specific scope of work, ITRCC will not reimburse the Consultant and all Sub-Consultants for any tolls accrued during the project on the Indiana Toll Road.

Work Product

Each consultant agrees that the company (ITRCC) shall own and be entitled to use all ideas and work products in its proposals and all work products that are not required to be returned to the consultant under this IFB (e.g., written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans, specifications, and other graphic and visual aids generated by or on behalf of consultant) received by the company prior to the cancellation of the procurement and/or contained in its proposals.

All plans, drawings, specifications, and other documents prepared by the consultant, its associated professionals, or other consultants constitute documents prepared for hire and shall become the property of the company upon submittal of the proposal, including the transfer of all rights, title, copyrights, trademarks, licenses, intellectual property rights, and all other tangible and intangible property interests. In the event such documents, or any portion thereof, are not deemed to be made on a “work for hire” basis, the consultant, its associated professionals, and other consultants irrevocably assign all rights, titles, and interests, including copyright and intellectual property rights, in said documents to the company. Consultant agrees to execute such additional documents as may hereafter be reasonably requested by the company to further evidence such ownership by and/or assignment to the company and agrees to include provisions in all contracts with its associated professionals and other consultants that are consistent with and implement the requirements of this paragraph. As a clarification to the ownership and assignment rights set forth above, the company acknowledges that the plans, specifications, and other documents prepared by the consultant for this project may contain innumerable design details and typical specifications (“standard details/specifications”) which, collectively, form part of the design for the project but which, separately, are not project specific, are primarily related to function as compared to design form, are repetitive in nature and were not specifically developed for or identifiable with the project. The company acknowledges and agrees that the standard details/specifications shall remain the property of the consultant or its design professionals (subject to an irrevocable, royalty-free, perpetual license for use in favor of the company) and may be used by a consultant or its design professionals on other projects, in other contexts or for other clients, so long as they are not collectively used in a manner which replicates the overall design concepts of the project.



The company will have the right to inform the preferred consultant regarding the contents of the other proposals after notification of the preferred consultant and that the contract may incorporate the above-described work product, ideas, or concepts based thereon.

Sample Contract

A sample contract has been included with the IFB. The contract's provisions shall become a part of these special provisions and shall govern the work performed per this invitation for bids.



Scope of Services:

PROJECT OVERVIEW:

The selected consultant shall perform the following tasks:

1. Document Review & Comparative Analysis
 - a. Conduct a detailed review of the three existing documents.
 - i. Comparative Matrix summarizing original similarities/differences between the three source documents.
 - b. Identify overlaps, contradictions, and gaps in:
 - i. Definitions - Permit application processes
 - ii. Insurance requirements
 - iii. Design and construction standards
 - iv. Access control and right-of-way regulations
 - v. Exception and variance procedures
 - vi. Specific utility categories (e.g., broadband, water, gas, electric)
2. Drafting Unified Policy Framework
 - a. Develop a draft document that integrates the three source policies into a cohesive, readable, and enforceable policy utilizing the below along with Appendix A (Functional Requirements):
 - i. First Draft of the Unified Utility Accommodation Policy.
 - ii. Second Draft incorporating stakeholder feedback.
 - iii. Final Unified Policy Document, including:
 1. Main policy narrative
 2. Appendices (e.g., depth of cover tables, sample permit forms)
 3. Design references and links
 - b. Ensure the unified policy:
 - i. Complies with federal and state laws (e.g., 23 CFR, IC 8-23, IC 8-1-32.5)
 - ii. Complies with any Concession and Lease Agreement requirements
 - iii. Maintains technical specificity for different utility types (e.g., broadband vs. pipelines)
 - iv. Incorporates both Toll Road-specific and statewide INDOT provisions
 - v. Maintains any necessary unique policies for the ITRCC while aligning with INDOT guidance
3. Stakeholder Coordination
 - a. Attend up to three coordination meetings with ITRCC stakeholders.
 - b. Incorporate feedback into draft revisions
4. Final Policy Deliverable
 - a. Provide a professionally formatted final document, with:
 - i. Consistent chapter structure and numbering
 - ii. Must include a cradle-to-grave flow chart on the permit process



- iii. Cross-referenced appendices and figures
 - iv. Defined glossary and list of abbreviations
 - v. Editable Word version and print-ready PDF
5. Archive Existing Permit Data
- a. Digitize approx. three hundred physical pages
 - b. Convert data to a spreadsheet in CSV/XLSX format
 - c. Ensure spreadsheet headers are consistent with the existing page format
6. Create a new spreadsheet database format to store incoming permits within the ITR SharePoint site.
7. Identify all utilities and third-party right-of-way intersections within the ITR corridor right-of-way limits.
Data capture shall include:
- a. GIS location data
 - b. Utility or Asset type
 - c. Up-to-date contact information
 - d. Limits of the third-party right-of-way
 - e. Access agreements

APPENDIX A – Functional Requirements

External Policy

- 1) Infrastructure
 - a) 3rd Party Legacy Issue Log – The purpose of the Issue log is for ITRCC to maintain a list of any outstanding issues that we may have with a company that need to be resolved prior to issuance of a permit.
 - i) Companies are to be treated as a single entity across the entire corridor. i.e., utility companies will not have their issues reviewed at the district level and must be in good standing with the ITR prior to permit processing.
 - ii) Municipalities will have issues logged and reviewed as a district entity, i.e., INDOT's Laporte district issues will be viewed separately from the Ft. Wayne district, and any outstanding issues in one district will not delay the permit process of the other.
 - iii) The External Policy should capture the existence and explanation of the Issue Log
 - b) Policy must reflect permit naming consistency. i.e., the Field team must reference the ITR-generated permit number for all correspondence pertaining to the issued permit
 - c) Policy shall include ITR Lane restriction policy references, where applicable
 - d) ISP is now required for all nighttime rolling slowdowns, as per IM-002 Lane Restriction Policy (External), Section XII.
 - e) Language to support that no assets are to be within the ITRCC right-of-way.
- 2) EHS
 - a) Contractor Safety Training information should be included in the external policy
 - i) Coordination process to be defined in policy
- 3) IT
 - a) Specific requirements will be established throughout the coordination meetings.
- 4) Toll Ops
 - a) Specific requirements will be established throughout the coordination meetings.
- 5) Operations
 - a) Specific requirements will be established throughout the coordination meetings.
- 6) Comms
 - a) Specific requirements will be established throughout the coordination meetings.



Internal Process

- 1) Infrastructure
 - a) Reestablish review/approval protocols
 - i) Area Engineers are responsible for permit processing and initial review
 - (1) General notes review
 - (2) Design review
 - (3) MOT Compliance
 - (4) UG Locate and Lane Restriction information
 - (5) Assign Permit #
 - (6) Log in to the Permit database
 - ii) Permit applications requesting no closure or short-term closures as defined by IM-002 Lane Restriction policy will need to go to the Infrastructure Manager for review
 - iii) Permit applications requesting long-term closures as defined by IM-002 Lane Restriction policy will need to go to the Director of Infrastructure and Chief Operating Officer for review
 - iv) Infrastructure Manager will issue final Infrastructure approval
 - v) EHS needs to review all permits following Infrastructure's review
 - vi) AEs to work with INDOT on state review/approval
 - b) Once the review is completed, a fee request can be issued.
 - c) Final permit is issued once all reviews are complete and payment is received.
- 2) EHS
 - a) Specific requirements will be established throughout the coordination meetings.
- 3) IT
 - a) Specific requirements will be established throughout the coordination meetings.
- 4) Toll Ops
 - a) Specific requirements will be established throughout the coordination meetings.
- 5) Operations
 - a) Specific requirements will be established throughout the coordination meetings.
- 6) Comms
 - a) Specific requirements will be established throughout the coordination meetings.

Database Requirements

- 1) Infrastructure
 - a) Archive Current Data (Green Books)
 - i) Digitize approx. three hundred physical pages
 - ii) Convert data to a spreadsheet in CSV/XLSX format
 - (1) Spreadsheet headers are to be consistent with the existing page format
 - b) Create a new database to store incoming permits
 - i) The new database should have access to archived data for historic reference (archived tab)
 - ii) Live document that can be housed on SharePoint



- iii) Required information
 - (1) Submitting Company
 - (2) Location MP
 - (a) CL conversion will require station conversion of the MM10-MM20 area and tying all areas together.
 - (3) Type of utility
 - (4) Length of proposed utility – Defines the cost of the permit
 - iv) Provide updated CL Station for all bridge and MP assets
 - c) Review/capture all third-party utilities that intersect the ITR
 - i) GIS location data
 - ii) Utility or Asset type
 - iii) Up-to-date contact information
 - iv) Limits of the third-party right-of-way
 - v) Access agreements
- 2) IT
- a) Specific requirements will be established throughout the coordination meetings.
- 3) Operations
- a) Specific requirements will be established throughout the coordination meetings.

APPENDIX B – SAMPLE CONTRACT
ATTACHED

